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CTR A. DOCKET ROOM

August 24, 2005

Ron Jones, Chairman  
Tennessee Regulatory Authority  
460 James Robertson Pkwy.  
Nashville, TN 37243


Re: *Petition to Establish Generic Docket to Consider Amendments to Interconnection  
Agreements Resulting from Changes of Law*  
Docket Number: 04-00381

Dear Chairman Jones:

Attached is the revised exhibit JW-1 of the rebuttal testimony of Jerry Watts on behalf of ITC^DeltaCom filed on August 16, 2005 in the above-captioned proceeding. Mr. Watts references the Core ISP Remand Order in his rebuttal testimony and references JW-1 for the recommended language to cover the issue. The recommended language was inadvertently omitted on the original exhibit that was filed.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By  Henry M. Walker

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been forwarded via U.S. Mail, postage prepaid, to:

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BellSouth Telecommunications, Inc.  
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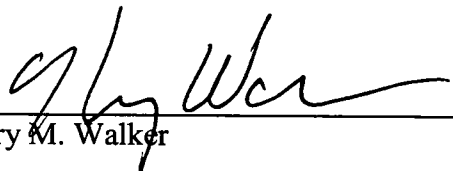
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Charles B. Welch  
Farris, Mathews, et al.  
618 Church Street, Ste. 300  
Nashville, TN 37219

Dana Shafer  
XO Communications, Inc.  
105 Malloy Street, Ste. 100  
Nashville, TN 37201

on this the 24 day of August, 2005.

  
\_\_\_\_\_  
Henry M. Walker

**Issue 5:**

**[BST-Proposes to modify]** BellSouth shall, upon request of ITC^DeltaCom and to the extent technically feasible, provide to ITC^DeltaCom access to its unbundled network elements for the provision of ITC^DeltaCom's telecommunications service. **[BST-Proposes to delete-covered in commingling Section 1.10]** **At ITC^DeltaCom's option, access services may be ordered to the collocations space.** **[ITCD seeks to keep this sentence.]**

**Issue 37:**

*Should a CLEC merge its embedded customer base with ITCD prior to March 11, 2006, that CLEC's embedded customer base shall be included with ITCD's pursuant to the rates, terms and conditions contained herein. Additionally, BellSouth shall continue to provide the same features, functions, and quality of service for local switching for the embedded base of customers during the transition period.*

**Issue 20:**

Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Said interval will be set in a reasonable manner and in accordance with any required extra work times. Some unbundled loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval.

**Issue 27:**

**[BST seeks to strike]** To the extent BellSouth converts a resold service to unbundled network elements or combination of network elements for any telecommunications carrier, BellSouth shall make available to ITC^DeltaCom the same conversion for the same services and elements on the same terms and conditions and at the same rates, if any; provided, however that the rate for such conversion shall not exceed those rates set forth in **Exhibit D** to this attachment **[pls. Explain strike]**

**Interconnection Compensation**

6.2 ISP-Bound Traffic Definition: ISP-Bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP serving the same LATA, except for that portion of the calls that are completed using

switched access arrangements as defined in the Parties' respective tariffs as filed and effective with the appropriate Commission. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction. ISP-Bound traffic is interstate in nature. ISPs are to be treated as end users and are not subject to access charges.

6.3 The Parties shall compensate each other for the call transport and termination of ISP-bound Traffic at the rate set forth below in Sections 6.3.1.

6.3.1 The Parties shall charge the rate of \$.0007 per minute of use for ISP-bound traffic **regardless of whether CLEC is entering into a new market.**

6.3.2 Notwithstanding anything to the contrary in this Agreement, the volume of ISP bound Traffic for which one Party may bill the other shall **no longer be** subject to a growth **cap pursuant to WC Docket NO. 03-171.**